

TOWN OF SIMSBURY

DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070

INVITATION TO BID

FOR

RIVERBANK STABILIZATION

The Town of Simsbury is soliciting bids for RIVERBANK STABILIZATION. The work is located on the west bank of the Farmington River from near Mathers Crossing southward along the river bank. The scope of work is to include furnishing all labor, materials, equipment necessary for the work as specified.

Sealed bids, endorsed "**Riverbank Stabilization, Farmington River - Project DPW-WPCA-16-02**" will be received at the office of the Finance Director, 933 Hopmeadow St., (Route 10/202), Simsbury, Connecticut, until **September 20, 2016 at 10:00 a.m. (EST)** at which time they will be opened in public by the Director of Finance. Bids received after the time set for the opening may be rejected.

Included in this work is the installation of approximately 450 feet of intermediate rip-rap and vegetative geogrids as river bank stabilization, woody vegetation removal, vegetation reestablishment, soil and erosion control and related work.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: www.simsbury-ct.gov/public-bids-and-rfp. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS
BANK STABILIZATION
FARMINGTON RIVER, SIMSBURY 06070**

1. Project Overview:

The Town of Simsbury is soliciting bids for work to stabilize a segment of the west bank of the Farmington River. The Town owns a 30-inch concrete sewer interceptor located in close proximity to the river bank where the work is proposed. The work is required to protect the sewer interceptor from erosion of the river bank.

Work includes new stabilization of ± 450 feet of riverbank and repair to an adjacent section of the riverbank previously having emergency stabilization by use of riprap. The location of the work is between Mathers Crossing [north (downstream) end] and the confluence of Second Brook [south (upstream) end]. The new stabilization work is to the downstream (north) end. Stabilization of the new river bank segment will consist of riprap on a graded slope up to a fixed elevation, with vegetated geogrids above the riprap to the top of the bank. Repair of river bank previously stabilized in the emergency work will require re-grading of river bank and replacement of existing riprap. Existing riprap may be reused. Erosion and sedimentation, and water pollution controls for the work are to be included in the bid. These measures are applicable to new and repair work.

Additional items for the work will include removal and proper disposal of large woody vegetation to be removed from the river, and reestablishment of vegetation on the top of the riverbank and areas affected by construction work and vehicular traffic. The woody vegetation will be close to the river bank and will be identified for removal prior to the start of the project.

Access to the site is available from the south via the Farmington Canal Heritage Trail and the existing Town owned easement. The Contractor shall establish a construction entrance at the main access point. In addition, the Contractor shall maintain the canal trail free and clear of all equipment, maintain the cleanliness of the trail daily, and yield to all users of the trail as a condition of its use. Users of the trail shall have the right of way at all times. The Contractor shall establish signage on the trail notifying the users of the trail of construction traffic crossing the trail, which is to be in place whenever work on the project occurs.

The Contractor shall strive to maintain the cleanliness of all materials placed in proximity or into the river, to minimize pollution of the waters.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified. The work will proceed unless federally endangered animals are found during a pre-construction environmental survey of the site. If the federally endangered species is found and quick resolution with the US Fish and Wildlife Service (USFWS) is not possible, no contract will be awarded. An acceptable procedure will be negotiated with USFWS and the work will be re-bid in 2017.

2. Key Event Dates:

Invitation to Bid Issued	September 1, 2016
Pre-Bid Conference	September 6, 2016
Bids Due	September 20, 2016
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – Riverbank Stabilization, Farmington River - Project DPW-WPCA-16-02". If forwarded by mail or courier, the sealed envelope must be addressed to "Sean Kimball, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., September 20, 2016. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

4. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works by fax (860) 408-5416, or by mail Department of Public Works, PO Box 495, Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.simsbury-ct.gov/finance/pages/public-bids-and-rfp. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference:

There is a pre-bid conference scheduled for this invitation to bid. Attendance is not mandatory but strongly recommended. The pre-bid conference will meet at the north end of the parking lot for The Riverview, 10 Winslow Place, Weatogue/Simsbury CT 06089 at **10 AM, Tuesday, September 6, 2016**.

7. Interpretation of Acceptable Work:

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

8. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax exempt forms will be provided to the successful bidder(s) as part of the contract award process.

9. Insurance Requirements:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$2,000,000
 - Injury to more than one person in a single accident: \$1,000,000

Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$2,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

10. Substitution for Name Brands:

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

11. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

13. Rejection and/or Cancellation of Bids:

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond: BIDDER is to refer to Information for Bidders.

16. Bonds:

- A. **Performance & Payment Bonds:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond and Payment Bond amounting to one hundred percent (100%) of the total amount of the bid. Said bonds must be in favor of the Town of Simsbury and executed by a surety company authorized to do business in the State of Connecticut. On bids of \$25,000.00 or more the Bonds may be furnished in the following manner: Performance and Payment Bonds, Surety Bond, Certified Check, Bank Check, Savings Account in both the Town & Vendor's name or Letter of Credit. The Performance and Payment Bond will be returned upon the delivery and acceptance of the work.

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

19. Agreement Documents:

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The Specifications
- The Project Plans
- Any Addenda, if issued

END OF STANDARD INSTRUCTION TO BIDDERS

INFORMATION FOR BIDDERS

1. Sealed BIDS will be received by the Director of Finance, for the Town of Simsbury (Herein called the "OWNER"), at the Town Office, 933 Hopmeadow St., Simsbury, CT (Mailing address P.O. Box 495, Simsbury, CT 06070) until **10:00 a.m.** prevailing time on **September 20, 2016**, and then publicly opened and read aloud.
2. Each BID must be submitted in a sealed envelope, addressed to the Director of Finance, designated on the outside as BID for: "**Town of Simsbury, Riverbank Stabilization - Farmington River: Project DPW-WPCA-16-02.**"

Each envelope should also bear, on the outside, the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, at the above address.

3. Each BID must be made on attached Bid Forms and returned intact. BIDDERS will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed blank, by which prices will be compared. If any price is omitted, the blank may be filled with the highest price named by any BIDDER for that item or the BID may be rejected. Only one copy of the BID form is required.
4. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a Performance, Labor and Material Bond in the full amount of the contract, submit the required insurance certificates, and to sign a contract. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.
 - a. As soon as the Bid prices have been compared, the OWNER will return the BID BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance and Payment Bond have been submitted and the required insurance certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the Owner will retain his Bid security as liquidated damages, but not as a penalty.

- b. The OWNER reserves the right to waive any informality in, or to reject any or all proposals or to accept any proposal which, in their opinion, is in the best interest of the Town of Simsbury whether or not such proposal is the lowest bid. The contractor must be responsible and qualified and have previously done work of a similar nature.
 - c. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
 - d. A conditional qualified Bid will not be accepted.
6. The Contractor to whom the contract shall be awarded must file the requisite Bonds, and certificate of INSURANCE as specified in the General Conditions, and execute said contract in triplicate within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER, and in case of failure to do so, the person or firm will be considered to have abandoned the contract, and the CERTIFIED CHECK or BID BOND shall be forfeited to the Town of Simsbury.
 7. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The failure of omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from obligation in respect to his BID.
 8. Should a BIDDER find any discrepancy or omission in the Plans or Specifications or is in doubt as to the meaning of any portion of them, he shall notify the ENGINEER, who will then instruct all BIDDERS in writing regarding the points in question.
 9. The OWNER, within ten (10) days of receipt of the requisite Bonds, acceptable Insurance Certificates and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notices by the OWNER.
 10. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
 11. The Contractor to whom this contract shall be awarded will be required to commence work on the ground within ten days from the date of the NOTICE TO PROCEED from the OWNER notifying the Contractor to begin work and shall complete the work in **180** calendar days. The BIDDER, if he accepts the contract and fails to complete the contract within the allotted time, must pay the sum of **\$250.00** as liquidated damages for each consecutive calendar day until the completion of the contract.

12. The OWNER will be responsible for payment in accordance with the terms of the Contract. The OWNER reserves the right to retain five percent (5%) of the final contract price for a period not to exceed 6 months from the date of the acceptance of the project.
13. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
14. Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.
15. The LOW BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
16. The BIDDER'S attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
17. No amount shall be included in the BID for Connecticut State Sales Tax or for Federal Excise Tax.

**BID FORM
RIVERBANK STABILIZATION**

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the specifications and Invitation to Bid.

- If awarded this Contract, we will execute a Contract with the Town of Simsbury.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.

2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.

3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.

4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

IF A SOLELY OWNED COMPANY:

Company Name _____
 Address _____
 Town _____
 By _____
 (Authorized Signature)
 Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of _____, composed of officers as follows:

_____	_____
President	Secretary
_____	_____
Vice President	Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____	_____
Name & Title (if any)	Name & Title (if any)
_____	_____
Name & Title (if any)	Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

PROJECT: Bank Stabilization - Farmington River

PROJECT NO. DPW-WPCA-16-02

SCHEDULE OF PRICES

ITEM NO.	PAYMENT CLAUSE # *	ITEMS OF WORK	ESTIMATED QUANTITIES	BID		Bid Unit	AMOUNT**
				WORDS	FIGURES		
1.		Mobilization	1			L.S.	
2.		Riprap Riverbank Protection - Complete	800 SY			S.Y.	
3.		Repair of Emergency Riprap Riverbank Protection - Complete	450 SY			S.Y.	
4.		Vegetative Geogrid - Complete	1,650 LF			L.F.	
5.		Removal & Disposal of Woody Debris	1			L.S.	
6.		Drainage Outfall Improvements	1			L.S.	
7.		Landscaping - Complete	1			L.S.	
8.		Cuttings for Brush Mattresses	Allowance				\$5,000
TOTAL BID:							

* The number given is the clause number in the Specifications which defines the payment for the ITEM.

** The Bidder is requested to fill in computed "Amount": In cases of discrepancy between Unit Prices Bid written in words and the Unit Prices Bid written in figures, the Unit Prices Bid written in words will govern. In case of a discrepancy between the unit prices bid and amount, the Unit Prices will govern.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____

2. Bidder's Tax Identification Number: _____

3. What year was company organized/formed? _____

4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____

5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: ____pages.

9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK:
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1.	
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2.	
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3.	
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4.	
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5.	
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6.	
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NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2014

Title
My Commission expires _____, 20__

TOWN OF SIMSBURY

**Acknowledgement Form
and
Charter Section 1003
Code of the Town of Simsbury**

ACKNOWLEDGEMENT FORM

I have read Section 1003 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1003 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2014

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

Riverbank Stabilization
Farmington River adjacent to Mathers Crossing

RIVERBANK STABILIZATION AGREEMENT

This RIVER BANK STABILIZATION Agreement (the "Agreement") is entered into the _____ day of _____, 2016 ("Effective Date") by and between the Town of Simsbury, a political subdivision of the State of Connecticut (the "Town") and _____, a _____ located at _____, _____ (the "Contractor").

WHEREAS, the Town has issued an Invitation for Bid (the "IFB") for RIVERBANK STABILIZATION for the Town of Simsbury (the "Work") on (date) _____ – to be located in Simsbury, Connecticut (the "Premises"); and

WHEREAS, Contractor submitted its Bid to the Town on (date) _____, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with this Agreement, Standard Instructions to Bidders and the General Specifications (collectively the "Contract Documents"). The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another vendor or the Town. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Agreement Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Energy & Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until completion, which shall be not later than (date)_____. The contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Payment. The Town will pay the Contractor the sum of _____ Dollars (\$ _____) upon the completion by the Contractor of all Work required to be performed under the terms of the Contract Documents and acceptance of the Work by the Town. Partial payments will be made on a monthly basis for projects with durations of over 8 weeks.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town as additional insured prior to the start of the work and shall provide a complete copy of the Owners, Contractors Protective Liability policy.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Simsbury, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town of Simsbury, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Agreement documents of the Contractor, its' agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

10. Assignment. This Assignment shall be binding upon each of the Parties, their successors, executors, administrators and assigns. The Contractor shall not assign, sublet, contract, or otherwise transfer its interest, in whole or in part, in this Agreement without the express written consent of the Town. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Town.

11. Termination. If the Contractor fails to perform the work under the Contract Documents in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both prorated to the period of time covered by the unexpired term of the Agreement at the time of default,

plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

12. Contract Documents. The Contract Documents include, without limitation, the following:

(i) This Agreement; and

(ii) The IFB, including the Standard Instructions to Bidders, General Specifications and Insurance Coverage and;

(iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;

13. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Scope of Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the cost of the work under change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

14. Governing Law/Venue: The laws of the State of Connecticut shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Connecticut. The Parties agree that the venue for any legal proceeding in respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford. Venue for mediation shall be Hartford County.

15. Independent Contractor: Contractor's personnel shall be and remain an independent consultant with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurances, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor for work performed under the terms of this Agreement. Contractor further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized by state or federal officials. Contractor also agrees to indemnify and hold harmless Simsbury from contributions or taxes or liability.

16. Payment of Subconsultants: Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for Contractor in the execution of this Agreement, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

17. Amendment: Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the Parties shall be incorporated in written amendments hereto,

executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the Parties.

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

TOWN OF SIMSBURY

CONTRACTOR

BY _____

BY _____

Its
Duly Authorized

Its
Duly Authorized

RIVERBANK STABILIZATION
GENERAL SPECIFICATIONS FOR WORK

A. Scope of Work

The work covered by this section of these specifications consists of furnishing all plant, labor, equipment and material necessary to perform all operations in connection with establishment and repair to the riverbank stabilization.

B. Materials

1. Riprap
2. Biodegradable geotextiles
3. Vegetation and seeds

C. Equipment

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the director of public works and maintained in a satisfactory working condition at all times.

D. Preparation

All erosion and sediment control measures shall be in place and inspected and approved by the Owner or His representative prior to commencement of the Work. Signage and controls for crossing of the Farmington Canal Heritage Trail shall be in place and inspected by the Owner prior to commencement of the Work.

H. Scheduling Work

The contractor shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 3:30 pm. No work shall be performed on state or federal holidays.

I. Traffic Control

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, flag people, lights, or any other warning device as needed or ordered by the chief of police. A traffic control plan shall be submitted for approval before beginning the work. The contractor is responsible for the safety of all operations within the roadway.

J. Measurement and Payment

All work will be paid as a Lump Sum OR unit price as described in the Bid Form for work complete and in place according to the contract documents on a street by street basis. No payments will be

made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

RIVERBANK STABILIZATION - FARMINGTON RIVER

PROJECT NO. DPW-WPCA-16-02

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

I hereby certify, under penalties of perjury, that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization:

Town of Simsbury

Full Name of Agency of Organization

**PO BOX 495
933 Hopmeadow Street
Simsbury, CT. 06070**

Address of Same

That such agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is a

Town

(Town, School, Fire or Police Department, Library etc.,
or other branch of State or Federal Government)

in accordance with Regulation No. 16 of Sales and Use Tax.

That this certificate is issued to cover all purchases of materials and supplies, designated by me, for use of the project referred to above.

Permit No. _____ (if any) (signed) _____

Contractor

Date: _____

Place: _____

Firm Name

Address: _____

NOTICE TO CONTRACTOR

ENVIRONMENTAL PROTECTION & CLEAN-UP

In case of a spill or leak of chemicals, oil, coolant, solvent, hydraulic fluid or other spill that threatens the stream or wetland environment in, under or adjacent to the project area, the contractor will be required to have environmental clean-up or protection materials on-site, in advance of construction and at all times during construction, consisting of a spill clean-up kit, oil absorbent booms and containment booms. These materials shall be kept in a dry and protected location that is easily accessible to employees at all times in case of a spill emergency. As a minimum, the contractor shall have on-site:

- 100' Containment Boom
- Six (6) 3"x 10' Socks or Boom
- Ten (10) 3"x 4' Socks
- Six (6) 18"x 18" Pillows
- Fifty (50) 16"x 20" Heavy-Weight Absorbent Pads
- Five (5) Temporary Disposal Bags
- One (1) Emergency Response Guidebook

If a spill, leak or other event requiring use of these environmental clean-up or protection materials is determined by the Engineer to be caused by the contractor, the cost of the environmental clean-up or protection materials used, as well as the effort to install materials and perform the clean-up, shall not be reimbursable to the contractor, but shall be included in the overall cost of the work. If a spill, leak or other event is determined by the Engineer to have been caused by a source other than the contractor, then the cost of the environmental clean-up or protection materials used, as well as the effort to install materials and perform the clean-up, shall be reimbursable to the contractor as extra work.